

| | | | | | | | |
|---|--|---|--|---|--|---|--|
| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS | | | | 1. Requisition Number SEE SCHEDULE | | Page 1 Of 13 | |
| Offeror To Complete Block 12, 17, 23, 24, & 30 | | | | | | | |
| 2. Contract No. DAAE20-03-P-0407 | | 3. Award/Effective Date 2003AUG20 | | 4. Order Number | | 5. Solicitation Number | |
| 7. For Solicitation Information Call: | | A. Name BRYAN M VERSCHOORE | | B. Telephone Number (No Collect Calls) (309)782-2716 | | 6. Solicitation Issue Date | |
| 9. Issued By TACOM-ROCK ISLAND AMSTA-LC-CSC-C ROCK ISLAND IL 61299-7630 | | Code W52H09 | | 10. This Acquisition Is | | 11. Delivery For FOB Destination Unless Block Is Marked | |
| e-mail: VERSCHOOREB@RIA.ARMY.MIL | | | | <input checked="" type="checkbox"/> Unrestricted | | <input checked="" type="checkbox"/> See Schedule | |
| | | | | <input type="checkbox"/> Set Aside: % For | | <input checked="" type="checkbox"/> 13a. This Contract Is A Rated Order Under DPAS (18 CFR 700) | |
| | | | | <input type="checkbox"/> Small Business <input type="checkbox"/> Small Disadv Business <input type="checkbox"/> 8(A) | | 13b. Rating DOA5 | |
| | | | | SIC: | | 14. Method Of Solicitation | |
| | | | | Size Standard: | | <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP | |
| 15. Deliver To SEE SCHEDULE | | Code | | 16. Administered By DCMA DALLAS 1200 MAIN STREET DALLAS TX 75202-4399 | | Code S4402A | |
| Telephone No. | | | | | | | |
| 17. Contractor/Offeror TACTICAL & RESCUE EQUIPMENT, LLC 6609 SHADY CREEK CIRCLE PLANO, TX. 75024-7439 | | Code 1GTM5 Facility | | 18a. Payment Will Be Made By DFAS COLUMBUS CENTER DFAS-CO/WEST ENTITLEMENT OPERATIONS PO BOX 182381 COLUMBUS OH 43218-2381 | | Code HQ0339 | |
| Telephone No. | | | | | | | |
| <input type="checkbox"/> 17b. Check If Remittance Is Different And Put Such Address In Offer | | | | 18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked | | <input type="checkbox"/> See Addendum | |
| 19. Item No. | | 20. Schedule Of Supplies/Services | | 21. Quantity | | 22. Unit | |
| | | SEE SCHEDULE | | | | | |
| | | (Attach Additional Sheets As Necessary) | | | | | |
| | | | | 23. Unit Price | | 24. Amount | |
| | | | | | | | |
| 25. Accounting And Appropriation Data ACRN: AA 97 X4930AC6G 6D 26FB S11116 W52H09 | | | | 26. Total Award Amount (For Govt. Use Only) \$41,850.00 | | | |
| <input type="checkbox"/> 27a. Solicitation Incorporates By Reference FAR 52.212-1, 52.212-4. FAR 52.212-3 And 52.212-5 Are Attached. | | | | <input type="checkbox"/> Are <input type="checkbox"/> Are Not Attached. | | | |
| <input checked="" type="checkbox"/> 27b. Contract/Purchase Order Incorporates By Reference FAR 52.212-4. FAR 52.212-5 Is Attached. Addenda | | | | <input checked="" type="checkbox"/> Are <input type="checkbox"/> Are Not Attached. | | | |
| 28. Contractor Is Required To Sign This Document And Return <u>2</u> Copies | | | | 29. Award Of Contract: Reference _____ Offer | | | |
| <input checked="" type="checkbox"/> To Issuing Office. Contractor Agrees To Furnish And Deliver All Items Set Forth Or Otherwise Identified Above And On Any Additional Sheets Subject To The Terms And Conditions Specified Herein. | | | | <input type="checkbox"/> Dated _____ . Your Offer On Solicitation (Block 5) Including Any Additions Or Changes Which Are Set Forth Herein Is Accepted As To Items: | | | |
| 30a. Signature Of Offeror/Contractor | | | | 31a. United States Of America (Signature Of Contracting Officer) | | | |
| 30b. Name And Title Of Signer (Type Or Print) | | 30c. Date Signed | | 31b. Name Of Contracting Officer (Type Or Print) JERRY L YOWELL /SIGNED/ YOWELLJ@RIA.ARMY.MIL (309)782-6736 | | 31c. Date Signed | |
| 32a. Quantity In Column 21 Has Been | | | | 33. Ship Number | | 34. Voucher Number | |
| <input type="checkbox"/> Received <input type="checkbox"/> Inspected <input type="checkbox"/> Accepted And Conforms To The Contract Except As Noted | | | | <input type="checkbox"/> Partial <input type="checkbox"/> Final | | 35. Amount Verified Correct For | |
| 32b. Signature Of Authorized Government Representative | | 32c. Date | | 36. Payment | | 37. Check Number | |
| | | | | <input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final | | | |
| | | | | 38. S/R Account Number | | 39. S/R Voucher Number | |
| | | | | 40. Paid By | | | |
| 41a. I Certify This Account Is Correct And Proper For Payment | | | | 42a. Received By (Print) | | | |
| 41b. Signature And Title Of Certifying Officer | | 41c. Date | | 42b. Received At (Location) | | | |
| | | | | 42c. Date Recd (YYMMDD) | | 42d. Total Containers | |

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 2 of 13

PIIN/SIIN DAAE20-03-P-0407

MOD/AMD

Name of Offeror or Contractor: TACTICAL & RESCUE EQUIPMENT, LLC

SUPPLEMENTAL INFORMATION

ITEM: WEAPON FLASHLIGHT MOUNT

NSN: 5340-01-485-1916

P/N: 12997559

MFG. P/N: 99C-1071

COMMERCIAL PROCEDURES AND CLAUSES UNDER FAR PART 12 "ACQUISITION OF COMMERCIAL ITEMS" AND FAR PART 13 "SIMPLIFIED ACQUISITION PROCEDURES" ARE BEING UTILIZED ON THIS PROCUREMENT.

1. THE WEAPON FLASHLIGHT MOUNTS TO BE DELIVERED UNDER THIS CONTRACT SHALL BE PRODUCED IN ACCORDANCE WITH THE PURCHASE DESCRIPTION (ATTACHMENT 001).

2. SOURCE CONTROL DRAWING NUMBER 12997559 IS ATTACHED. (ATTACHMENT 002)

*** END OF NARRATIVE A 001 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAE20-03-P-0407 MOD/AMD

Name of Offeror or Contractor: TACTICAL & RESCUE EQUIPMENT, LLC

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|-------------------|--|-----------------|-----------------|-----------------|---------------|-----------------|--------------|-----|----------------|--------|---|--|---|-------------------|-----------------|-----------------|-----|-----|-------------|---------------|-----------------|-------------|---------------|-----------------|--------------|-----|----------------|--------|---|--|---|-------------------|-----------------|-----------------|-----|-----|-------------|------|----|-------------|--------------|
| 0001 | SUPPLIES OR SERVICES AND PRICES/COSTS NSN: 5340-01-485-1916 FSCM: 19200 PART NR: 12997559 SECURITY CLASS: Unclassified | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 0001AA | <p><u>PRODUCTION QUANTITY</u></p> <p>1800</p> <p>NOUN: BRACKET, MOUNTING PRON: M131S715M1 PRON AMD: 04 ACRN: AA AMS CD: 070011HF</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <p>DOC SUPPL</p> <table border="0"> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td>W52H093134A155</td> <td>W62G2T</td> <td>J</td> <td></td> <td>1</td> </tr> </table> <table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> </tr> <tr> <td>001</td> <td>900</td> <td>12-SEP-2003</td> </tr> </table> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W62G2T) XU DEF DIST DEPOT SAN JOAQUIN TRANSPORTATION OFFICER PO BOX 960001 STOCKTON CA 95296-0130</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-03-P-0407/0000</p> <p>DOC SUPPL</p> <table border="0"> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>002</td> <td>W52H093134A156</td> <td>W25G1U</td> <td>J</td> <td></td> <td>1</td> </tr> </table> <table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> </tr> <tr> <td>001</td> <td>900</td> <td>12-SEP-2003</td> </tr> </table> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W25G1U) XU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY BUILDING MISSION DOOR 113 134 NEW CUMBERLAND PA 17070-5001</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u></p> | <u>REL CD</u> | <u>MILSTRIP</u> | <u>ADDR</u> | <u>SIG CD</u> | <u>MARK FOR</u> | <u>TP CD</u> | 001 | W52H093134A155 | W62G2T | J | | 1 | <u>DEL REL CD</u> | <u>QUANTITY</u> | <u>DEL DATE</u> | 001 | 900 | 12-SEP-2003 | <u>REL CD</u> | <u>MILSTRIP</u> | <u>ADDR</u> | <u>SIG CD</u> | <u>MARK FOR</u> | <u>TP CD</u> | 002 | W52H093134A156 | W25G1U | J | | 1 | <u>DEL REL CD</u> | <u>QUANTITY</u> | <u>DEL DATE</u> | 001 | 900 | 12-SEP-2003 | 1800 | EA | \$ 23.25000 | \$ 41,850.00 |
| <u>REL CD</u> | <u>MILSTRIP</u> | <u>ADDR</u> | <u>SIG CD</u> | <u>MARK FOR</u> | <u>TP CD</u> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 001 | W52H093134A155 | W62G2T | J | | 1 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <u>DEL REL CD</u> | <u>QUANTITY</u> | <u>DEL DATE</u> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 001 | 900 | 12-SEP-2003 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <u>REL CD</u> | <u>MILSTRIP</u> | <u>ADDR</u> | <u>SIG CD</u> | <u>MARK FOR</u> | <u>TP CD</u> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 002 | W52H093134A156 | W25G1U | J | | 1 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <u>DEL REL CD</u> | <u>QUANTITY</u> | <u>DEL DATE</u> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 001 | 900 | 12-SEP-2003 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

CONTINUATION SHEET

Reference No. of Document Being Continued
PIIN/SIN DAAE20-03-P-0407 **MOD/AMD**

Name of Offeror or Contractor: TACTICAL & RESCUE EQUIPMENT, LLC

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|--------------------------|-----------------|-------------|-------------------|---------------|
| | DAAE20-03-P-0407/0000 | | | | |

CONTINUATION SHEET**Reference No. of Document Being Continued**

Page 5 of 13

PIIN/SIIN DAAE20-03-P-0407

MOD/AMD

Name of Offeror or Contractor: TACTICAL & RESCUE EQUIPMENT, LLC

PACKAGING AND MARKING

| <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|------------------------------|-------------------------------------|-------------|
| 1 52.211-4503 TACOM-RI | PACKAGING REQUIREMENTS (COMMERCIAL) | APR/2003 |

The preservation, packing, and marking requirements for the item identified above shall be accomplished in accordance with the performance requirements defined herein. The following Packaging requirements shall apply:

Preservation: COMMERCIAL
Level of Packing: COMMERCIAL
Quantity Per Unit Package: 001
Quantity of Unit Packages Per Intermediate Container: PARA 3

1. Packaging - Preservation, packaging, packing, unitization and marking furnished by the supplier shall provide protection for a minimum of one year, provide for multiple handling, redistribution and shipment by any mode and meet or exceed the following requirements.

1.1 Cleanliness - Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservatives applied to the item for protection are not considered contaminants.

1.2 Preservation - Items susceptible to corrosion of deterioration shall be provided protection by means of preservative coatings, volatile corrosion inhibitors, desiccants, waterproof and/or watervaporproof barriers.

1.3 Cushioning - Items requiring protection from physical and mechanical damage (e.g., fragile, sensitive, material critical) or which could cause physical damage to other items, shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.

2. Unit package. A unit package shall be so designed and constructed that it will contain the contents with no damage to the item(s), and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling. The outermost component of a unit package shall be a container such as a sealed bag, carton, or box.

3. Unit Package Quantity. Unless otherwise specified, the unit package quantity shall be one each part, set assembly, kit, etc.

4. Intermediate Package -Intermediate packaging is required whenever one or more of the following conditions exists:

- the quantity is over one (1) gross of the same national stock number,
- use enhances handling and inventorying,
- the exterior surfaces of the unit pack is a bag of any type, regardless of the size,
- the unit pack is less than 64 cubic inches,
- the weight of the unit pack is under five (5) pounds and no dimension is over twelve (12) inches.

Intermediate containers shall be limited to a maximum of 100 unit packs, a net load of 40 pounds, or a maximum volume of 1.5 cubic feet, whichever occurs first.

5. Packing:

5.1 Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers. All shipping containers shall be the most cost effective and shall be of minimum cube to contain and protect the items.

5.2 Shipping Containers - The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. The shipping container shall be capable of multiple handling, stacking at least ten feet high, and storage under favorable conditions (such as enclosed facilities) for a minimum of one year.

6. Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall be of a size to allow for placement of two loads high and wide in a conveyance. The weight capacity of the pallet must be adequate for the load. The preferred commercial expendable pallet is a 40 x 48 inch, 4-way entry pallet although variations may be permitted as dictated by the characteristics of the items being unitized. The load shall be contained in a manner that will permit safe handling during shipment and storage.

7 Marking:

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| CONTINUATION SHEET | Reference No. of Document Being Continued | Page 6 of 13 |
| | PIIN/SIIN DAAE20-03-P-0407 | MOD/AMD |
| Name of Offeror or Contractor: TACTICAL & RESCUE EQUIPMENT, LLC | | |

7.1 All unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision P, Date 15 Dec 02 including bar coding. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, Shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive materiel will not identify the nature of the materiel.

7.2 Contractors and vendors shall apply address markings using a bar coded military shipment label (MSL) for all shipments except contractor to contractor. The MSL will include both linear and 2D bar codes per the standard. The DD Form 250 or the commercial packing list shall have bar coding applied as per Direct Vendor Delivery Shipments in the standard (except for deliveries to DDSP New Cumberland Facility, DDD San Joaquin, Red River Munitions Center and Anniston Munitions Center).

7.3 Contractor to contractor shipments shall have the address markings applied to the identification marked side of the exterior shipping container or to the unitized load markings. The following shall be marked "FROM: name and address of consignor and TO: name and address of consignee".

7.4 Military Shipping Label. The Army has developed software to create Military Shipment Labels. It's called Computer Automated Transportation Tool Military Shipment Label/Issue Receipt Release Document (CATT MSL/IRRD) and is available to anyone with a contract with the government. The software can be downloaded from the following website main page: <http://www.asset-trak.com/catt/catt.htm>. Or go directly to the software download page http://www.asset-trak.com/catt/msl_irrd/msl_irrddownload.htm. Be sure to bookmark this page for future releases of CATT MSL/IRRD.

8. Hazardous Materials: In addition to the general instructions listed above, hazardous materials or items as defined in CFR Title 49 are also subject to all applicable Department of Transportation regulations for packaging/packing, marking, labeling, container certification, and transport as listed in Code of Federal Regulations Title 49, Parts 100-180. If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations Recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.

9. Heat Treatment and Marking of Wood Packaging Materials: All non-manufactured wood used in packaging shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure tractability to the original source of heat treatment. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens; on two sides of the pallet. . Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organizations compliance program.

10. Quality Assurance: The contractor is responsible for establishing a quality system. Full consideration to examinations, inspections, and tests will be given to ensure the acceptability of the commercial package.

11. SUPPLEMENTAL: INSTRUCTIONS: The software for development of the MSL is called DS2T. The software can be downloaded from <http://asset-trak.com/ds2t/ds2t.htm>. Once at the website, go to the DS2T Sustainment column and double click on the "See the CATT Tools" link. A laser printer can be used to print the MSL and the associated 2D symbol. The program only prints the linear bar code if the fonts are installed. In order to install the fonts go to start on your windows menu; then go to "settings", then "control panel", click on "fonts", select "file" from top left drop down menu, select "install new font", use drop down menu (left box) to find CATT program, select (double click) the "CATT" program, (a selection of fonts should appear), double click on "select all", once the fonts are selected double click the "ok" button. Follow prompts to accept fonts. The fonts will then be copied to the CATT program. Once they are copied return to the program. The linear bar codes should appear on your screen and should also print out in the appropriate positions.

(End of clause)

(DS6417)

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| CONTINUATION SHEET | Reference No. of Document Being Continued | Page 8 of 13 |
| | PIIN/SIIN DAAE20-03-P-0407 MOD/AMD | |
| Name of Offeror or Contractor: TACTICAL & RESCUE EQUIPMENT, LLC | | |

SPECIAL CONTRACT REQUIREMENTS

2 52.246-4500 MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250) NOV/2001
TACOM-RI

(a) Material Inspection and Receiving Report(s) (DD Form 250), are required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report'. Distribution of reports to the Purchasing Office (in accordance with DoD FAR Supplement Appendix F) shall be accomplished electronically.

(b) Two copies of the DD Form 250 are required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail address for submission is verschooreb@ria.army.mil. The data fax number for submission is 309-782-3813, ATTN: Bryan M. Verschoore.

(c) Any additional copies required in accordance with Appendix F may be submitted to the addresses identified below via the U. S. Postal Service:

- (1) The FMS/MAP copies may be submitted to:
N/A

(End of Clause)

(HS6510)

CONTRACT CLAUSES

3 52.212-4 CONTRACT TERMS AND CONDITIONS- COMMERCIAL ITEMS FEB/2002

4 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS JUN/2003

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

____(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

____(2) 52.219-3, Notice of Total HUBZone Set-Aside (JAN 1999) (15 U.S.C. 657a).

____(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

____(4)(i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

____(ii) Alternate I (MAR 1999) of 52.219-5.

____(iii) Alternate II (JUNE 2003) of 52.219-5.

____(5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

____(ii) Alternate I (OCT 1995) of 52.219-6.

____(6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

CONTINUATION SHEET**Reference No. of Document Being Continued**

Page 9 of 13

PIIN/SIIN DAAE20-03-P-0407

MOD/AMD

Name of Offeror or Contractor: TACTICAL & RESCUE EQUIPMENT, LLC

- ____(ii) Alternate I (OCT 1995) of 52.219-7.
- ____(7) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637 (d)(2) and (3)).
- ____(8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).
- ____(ii) Alternate I (OCT 2001) of 52.219-9.
- ____(iii) Alternate II (OCT 2001) of 52.219-9.
- ____(9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- ____(10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ____(ii) Alternate I (JUNE 2003) of 52.219-23.
- ____(11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ____(12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ____(13) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- __X_(14) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (SEP 2002) (E.O. 13126).
- __ X (15) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- __X (16) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- __X_(17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- __X_(18) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- __X_(19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- ____(20)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- ____(ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- ____(21) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
- ____(22)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act (JUNE 2003) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
- ____(ii) Alternate I (MAY 2002) of 52.225-3.
- ____(iii) Alternate II (MAY 2002) of 52.225-3.
- ____(23) 52.225-5, Trade Agreements (JUNE 2003) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- __X_(24) 52.225-13, Restrictions on Certain Foreign Purchases (JUNE 2003) (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- ____(25) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).
- ____(26) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).
- ____(27) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ____(28) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

CONTINUATION SHEET**Reference No. of Document Being Continued**

Page 10 of 13

PIIN/SIIN DAAE20-03-P-0407

MOD/AMD

Name of Offeror or Contractor: TACTICAL & RESCUE EQUIPMENT, LLC

___X_(29) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

___(30) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

___(31) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

___(32) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___(33)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

___(ii) Alternate I (APR 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

___(1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.). Subcontracts for certain commercial services may be exempt from coverage if they meet the criteria in FAR 22.1003-4(c) or (d) (see DoD class deviation number 2000-00006).

___(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___(3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___(4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___(5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to PreDecemberessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.219-8, Utilization of Small Business Concerns (October 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

CONTINUATION SHEET**Reference No. of Document Being Continued**

Page 11 of 13

PIIN/SIIN DAAE20-03-P-0407

MOD/AMD

Name of Offeror or Contractor: TACTICAL & RESCUE EQUIPMENT, LLC

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

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| | | | |
|---|-----------------------|---|----------|
| 5 | 252.212-7001 DFARS | CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS | JUN/2003 |
|---|-----------------------|---|----------|

(a) The Contractor agrees to comply with any clause that is checked in the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

____ 52.203-3 Gratuities (Apr 1984) (10 U.S.C. 2207)

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

____ 252.205-7000 Provision of Information to Cooperative Agreement Holders (Dec 1991)(10 U.S.C. 2416).

____ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (Apr 1996)(15 U.S.C. 637).

____ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (Jun 1997) (15 U.S.C. 637 note).

252.225-7001 Buy American Act and Balance of Payments Program (Apr 2003)(41 U.S.C. 10a-10d, E.O. 10582).

____ 252.225-7012 Preference for Certain Domestic Commodities (Feb 2003)(10 U.S.C.2533a note)

____ 252.225-7014 Preference for Domestic Speciality Metals (Apr 2003) (10 U.S.C. 2533a note).

____ 252.225-7015 Restriction on Acquisitor of Hand or Measuring Tools (Apr 2003)(10 U.S.C. 2533a note).

____ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings(Apr 2003)

(____Alternate I)(Apr 2003) (10 U.S.C. 2534 and Section 8099 of Public Law 104-61 and similar sections in subsequent DoD appropriations acts).

____ 252.225-7021 Trade Agreements (Apr 2003)(19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

____ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (Apr 2003)(22 U.S.C. 2779)

____ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (Apr 2003)(22 U.S.C. 2755).

____ 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (Apr 2003)
(____Alternate I)(Apr 2003) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

____ 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (Apr 2003_ (10 U.S.C. 2534(a)(3)).

____ 252.227-7015 Technical Data - Commercial Items (Nov 1995)(10 U.S.C. 2320).

____ 252.227-7037 Validation of Restrictive Markings on Technical Data (Sep 1999)(10 U.S.C. 2321).

____ 252.232-7003 Electronic Submission of Payment Requests (Mar 2003) (10 U.S.C.2227)

CONTINUATION SHEET**Reference No. of Document Being Continued**

Page 12 of 13

PIIN/SIIN DAAE20-03-P-0407

MOD/AMD

Name of Offeror or Contractor: TACTICAL & RESCUE EQUIPMENT, LLC

____252.243-7002 Requests for Equitable Adjustment (Mar 1998) (10 U.S.C. 2410)

____252.247-7023 Transportation of Supplies by Sea (May 2002) (____Alternate I)(Mar 2000)
(____Alternate II) (Mar 2000)(Alternate III) (May 2002) (10 U.S.C. 2631).

____252.247-7024 Notification of Transportation of Supplies by Sea (Mar 2000)(10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014, Preference for Domestic Speciality Metals, Alternate I (Apr 2003)(10 U.S.C.2533a note).

252.247-7023, Transportation of Supplies by Sea (May 2002)(10 U.S.C.2631).

252.247-7024, Notification of Transportation of Supplies by Sea (Mar 2000) (10 U.S.C. 2631).

(End of clause)

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CONTINUATION SHEET**Reference No. of Document Being Continued****Page 13 of 13**

PIIN/SIIN DAAE20-03-P-0407

MOD/AMD

Name of Offeror or Contractor: TACTICAL & RESCUE EQUIPMENT, LLC

LIST OF ATTACHMENTS

| <u>List of</u> <u>Addenda</u> | <u>Title</u> | <u>Date</u> | <u>Number</u> <u>of Pages</u> | <u>Transmitted By</u> |
|----------------------------------|-------------------------|-------------|----------------------------------|-----------------------|
| Attachment 001 | PURCHASE DESCRIPTION | 05-AUG-1998 | 005 | |
| Attachment 002 | DRAWING NUMBER 12997559 | 18-APR-2001 | 001 | |

PIIN/SIIN DAAE20-03-P-0407

MOD/AMD

ATT/EXH ID Attachment 001

PAGE 1

PIIN/SIIN DAAE20-03-P-0407

MOD/AMD

ATT/EXH ID Attachment 002

PAGE 1